

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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IN RE:	:	CASE NO.: 8-22-71141-ast
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Jennifer M. Gittleman aka Jennifer Gittleman,	:	CHAPTER: 13
	:	
Debtor.	:	HON. JUDGE:
	:	Alan S. Trust
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ORDER CONDITIONALLY GRANTING RELIEF
FROM THE AUTOMATIC STAY

Upon the Motion of Rushmore Loan Management Services, LLC as servicer for U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 BKM-TT (together with any successor or assign, the “Movant”), dated September 01, 2022, with exhibits attached thereto, submitted in support of said application, with proof of service upon the Trustee, Debtor, Debtor’s Attorney, and U.S. Trustee;

NOW, upon the motion of Friedman Vartolo LLP attorneys for Movant, upon the consent of the Debtor and Debtor’s Attorney, it is hereby:

ORDERED, that the motion of Movant is conditionally granted as set forth below, and it is further

ORDERED, that the post-petition mortgage arrears are broken down as follows:

5 months (07/01/22 – 11/01/22) at \$2,436.14 per month	\$ 12,180.70
Reasonable attorney fees	\$ 350.00
Filing Costs	\$ 188.00
Monies in Suspense	(\$ 1,663.86)
Total	\$11,054.84

ORDERED, that on or before May 15, 2023, the Debtor shall make scheduled arrears payments to Movant as follows:

Date Due	Amount Due
December 15, 2022	\$1,842.48
January 15, 2023	\$1,842.48
February 15, 2023	\$1,842.48
March 15, 2023	\$1,842.48
April 15, 2023	\$1,842.48
May 15, 2023	\$1,842.44

and said payment shall be in the form of certified funds and mailed to:

Rushmore Loan Management Services
P.O. Box 52708
Irvine, CA. 92619
and it is further

ORDERED, that the Debtor shall make timely regular monthly payments to Movant at the address listed above by the first day of each and every month, commencing with the December 1, 2022 payment; and it is further

ORDERED, that in the event the Debtor fails to tender any of the scheduled arrears payments or the regular monthly payments, and thereafter fails to cure the default within ten (10) days from the date of service of a written Notice of Default on the Debtor and Debtor's Attorney, the Movant may file an Affirmation of Non-Compliance together with a proposed Ex-Parte Order Granting Relief from the Automatic Stay. Upon issuance of the Ex-Parte Order, the Automatic Stay shall be deemed vacated with respect to the Movant, allowing the Movant, its agents, successors and/or assigns in interest to exercise all rights available to it under applicable state law with respect

to the real property known as 490 Mayflower Ave, Brentwood, NY 11717 (the “Property”) so Movant, its agents, successors and/or assigns in interest may take any and all action under applicable state law to exercise its remedies against the Property; and it is further

ORDERED, that in the event that three (3) Notices of Default have been sent to Debtor and Debtor’s Attorney as a result of the default under this Order, with each default being timely cured, upon a fourth (4th) default and without further notice, the Movant may file an Affirmation of Non-Compliance together with a proposed Ex-Parte Order Granting Relief from the Automatic Stay. Upon issuance of the Ex-Parte Order, the Automatic Stay shall be deemed vacated with respect to the Movant, allowing the Movant, its agents, successors and/or assigns in interest to exercise all rights available to it under applicable state law to exercise its remedies against the Property; and it is further

ORDERED, that the Debtor represents and warrants that co-debtors Deborah A. Gittleman and the Estate of Dean W. Gittleman (the “Co-Debtors”), shall abide by the terms of this Order. If the automatic stay is lifted as indicated hereinabove, the co-debtor stay imposed by 11 U.S.C. § 1301(a) shall be vacated under 11 U.S.C. § 1301(c)(3) to allow the Movant’s enforcement of its rights in, and remedies in and to, the Property; and it is further

ORDERED, that if the automatic stay is lifted as indicated hereinabove, that Claim No. 12-1 filed on July 27, 2022 in the amount of \$259,931.45 shall not be paid by the Chapter 13 Trustee; and it is further

ORDERED, that in the event this case is converted to a case under any other chapter of the U.S. Bankruptcy Code, this Order will remain in full force and effect; and it is further

ORDERED, that the Movant shall promptly report to the Chapter 13 Trustee any surplus

monies realized by any sale of the Property.

By: /s/ Richard A. Jacoby
Richard A. Jacoby
Jacoby & Jacoby
Attorneys for Debtor
1737 North Ocean Avenue
Medford, NY 11763


Date: 11/15, 2022

By: /s/ Katherine Heidbrink
Katherine Heidbrink, Esq.
Friedman Vartolo LLP
Attorneys for Movant
1325 Franklin Ave, Suite 160
Garden City, NY 11530

Date: 11/15, 2022

Dated: November 16, 2022
Central Islip, New York




Alan S. Trust
Chief United States Bankruptcy Judge